



## Access Connection Permit

Name and Address of Applicant:

Phone (Optional)

Permit Number

SR

MP

L/R

KP

Region

County

Tax Parcel Number

Government Lot Number

\_\_\_\_ 1/4 of \_\_\_\_ 1/4 of S \_\_\_\_ , T \_\_\_\_ , R \_\_\_\_

Permit Category

- ☐ 1 - Minimum Connection
- ☐ 2 - Minor Connection
- ☐ 3 - Major Connection
- ☐ 4 - Temporary Connection

Current Highway Classification

- ☐ 1 - 1320' Minimum Approach Spacing Required
- ☐ 2 - 660' Minimum Approach Spacing Required
- ☐ 3 - 330' Minimum Approach Spacing Required
- ☐ 4 - 250' Minimum Approach Spacing Required
- ☐ 5 - 125' Minimum Approach Spacing Required

Access Connection meets current Department location, spacing, and design criteria: ☐ Conforming ☐ Non-Conforming

The Applicant, hereinafter referred to as the "Grantee," having applied for a permit to construct/upgrade, use, and maintain an access connection to serve:

The Washington State Department of Transportation or its designee, herein after referred to as the "Department," hereby orders that this permit be granted, subject to the terms and provisions stated upon the General Provisions hereof and Exhibits attached hereto and by this reference made a part hereof:

Exhibit "A" - Special Provisions for Highway Encroachments, Page(s)

This permit shall be void unless the construction herein contemplated is started within 90 days of issuance and completed within 120 days of issuance, unless otherwise provided herein.

This permit is accepted and approved by the Grantee subject to the terms and provisions as herein set forth.

### GRANTEE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## General Provisions

1. The Grantee, its successors and assigns, agrees to protect the State of Washington, its officers and employees and save them harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person, persons, or property by reason of the acts or omissions of the Grantee, its assigns, agents, contractors, licensees, employees or any person whomsoever, in connection with Grantee's, its assigns', agents', contractors', licensees' or employees' construction, installation, maintenance, operation, use or occupancy of the right of way or in the exercise of this permit. In case any suit or action is brought against the State of Washington, its officers and employees, arising out of or by reason of any of the above causes, the Grantee, its successors or assigns will, upon notice of such action, defend the same at its sole cost and expense and satisfy any judgement against the State of Washington, its officers, or employees: PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of (a) the State of Washington's agents or employees and (b) the Grantee or Grantee's agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or the Grantee's agents or employees.

The Grantee, and on behalf of its assigns, agents, licensees, contractors and employees agrees to waive any claims for losses, expenses, damages or lost revenues incurred by it or its agents, contractors, licensees, employees or customers in connection with Grantee's, its assigns', agents', contractors', licensees' or employees' construction, installation, maintenance, operation, use or occupancy of the right of way or in the exercise of this permit against the State of Washington, its agents or employees except the reasonable costs of repair to property resulting from the negligent injury or damage to Grantee's property by the State of Washington, its agents, contractors or employees.

2. During the progress of the work, such barriers shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public; the barriers shall be properly lighted at night.
3. Except as herein authorized, no excavation shall be made or obstacle placed within the limits of the State highway in such a manner as to interfere with the travel over said road.
4. If the work done under this permit interferes in any way with the drainage of the State highway, the Grantee shall wholly and at its own expense make such provision as the Department may direct to take care of said drainage.
5. Grantee hereby authorizes the Department to enter upon their lands where necessary to construct or reconstruct the permitted access connection and/or construct and maintain traffic control devices and appurtenances.
6. The access connection shall be maintained between the right of way line and the shoulder line of said (highway, frontage service road of said highway, highway and/or frontage service road, "-" Line of said highway) by the grantee, their heirs, successors or assigns.
7. On completion of said work herein contemplated, all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the Department.
8. The cost of construction or modification of a connection shall be the responsibility of the Grantee, including the cost of modification of any connection required as a result of changes on property site use in accordance with WAC 468-51-110.
9. The Department hereby reserves the right to order the change of location or the removal of any structure or structures authorized by this permit at any time, said change or removal to be made at the sole expense of the party or parties to whom this permit is issued, or their successors and assigns.
10. Existing permitted connections impacted by the Department's work program and which, in the consideration of the Department, necessitate modification, relocation, or replacement in order to meet current Department connection location, quantity, spacing, and design standards, shall be modified, relocated, or replaced in kind by the Department at no cost to the Grantee. The cost of further enhancements or modification to the altered, relocated, or replaced connections desired by the Grantee shall be the responsibility of the Grantee.
11. If any changes are made or proposed in the land use, intensity of development, type of traffic, or traffic flow of the property served by this connection permit, the Grantee is required to contact the Department to determine if further analysis is needed to determine if the change is significant and would require a new permit and modifications to the connection.
12. All such changes, reconstruction, or relocation by the Grantee shall be done in such manner as will cause the least interference with any of the Department's work, and the Department shall in no wise be held liable for any damage to the Grantee by reason of any such work by the Department, its agents or representatives, or by the exercise of any rights by the Department upon roads, streets, public places, or structures in question.
13. This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the Department from granting other permits or franchise rights of like or other nature to other public or private companies or individuals, nor shall it prevent the Department from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.
14. The Department may revoke, amend, or cancel this permit or any of the provisions thereof at any time by giving written notice to the Grantee. The Grantee shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way 30 days after written notice of cancellation shall be removed by the department at the Grantee's expense.
15. It is the responsibility of the applicant or Grantee to obtain any other local permits or other agency approvals that may be required, including satisfaction of all environmental regulations. It is also the responsibility of the Grantee to acquire any property rights necessary to provide continuity from the applicant's property to the Department's right-of-way if the Grantee's property does not abut the right of way.
16. The party or parties to whom this permit is issued shall maintain at its or their sole expense the structure or object for which this permit is granted in a condition satisfactory to the Department.
17. Any breach of any of the conditions and requirements herein made, or failure on the part of the Grantee of this permit to proceed with due diligence and in good faith after its acceptance, with construction work hereunder, shall subject this permit to cancellation as herein provided.
18. This permit is subject to all applicable provisions of 468-51 WAC, Chapter 47.50 RCW, Chapter 47.32 RCW, and/or Chapter 47.44 RCW, and amendments thereto.